

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3106732	ACHIEVE3000 AFTER SCHOOL SUCCESS	
Registration Number:	2993804	ACHIEVE3000	
Registration Number:	3106743	ACHIEVE3000 ELL SUCCESS	
Registration Number:	3106739	ACHIEVE3000 SPECIAL ED SUCCESS	
Registration Number:	3947250	COACH3000	
Registration Number:	3092836	EMAIL3000	
Registration Number:	4136383	ESCIENCE3000	
Registration Number:	2785948	KIDBIZ	
Registration Number:	3906417	KIDBIZ3000	
Registration Number:	4484390	SIMPLE RIGOR	
Registration Number:	3289994	SPARK3000	
Registration Number:	4163640	SPARK3000	
Registration Number:	3085314	TECH3000	
Registration Number:	3089985	TEENBIZ	
Registration Number:	3090013	TEENBIZ3000	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1: 1180 Peachtree Street, N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636.015105 ACHIEVE3000
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	//Karen Osborne//
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DATE SIGNED:	08/25/2015
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Total Attachments: 4

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**ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Achieve3000, Inc., as “Grantor”, and Retiring Agent are parties to that certain Trademark Security Agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: Nirmal B. Bivek
Name: Nirmal B. Bivek
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: Nirmal B. Bivek
Name: Nirmal B. Bivek
Its: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of September 30, 2014 and filed with the United States Patent and Trademark Office on September 30, 2014 at Reel 5371, Frame 0668.

EXHIBIT B

Trademark	Country	Serial/Registration No. Date	Status
ACHIEVE3000 AFTER SCHOOL SUCCESS	US	3,106,732 06/20/2006	Registered
ACHIEVE3000	US	2,993,804 09/13/2005	Registered
ACHIEVE3000 ELL SUCCESS	US	3,106,743 06/20/2006	Registered
ACHIEVE3000 SPECIAL ED SUCCESS	US	3,106,739 06/20/2006	Registered
COACH3000	US	3,947,250 04/19/2011	Registered
EMAIL3000	US	3,092,836 05/16/2006	Registered
ESCIENCE3000	US	4,136,383 05/01/2012	Registered
KIDBIZ	US	2,785,948 11/25/2003	Registered
KIDBIZ3000	US	3,906,417 01/18/2011	Registered
SIMPLE RIGOR	US	4,484,390 02/18/2014	Registered
Spark3000	US	3,289,994 09/11/2007	Registered
SPARK3000	US	4,163,640 06/26/2012	Registered
TECH3000	US	3,085,314 04/25/2006	Registered
TEENBIZ	US	3,089,985 05/09/2006	Registered
TEENBIZ3000	US	3,090,013 05/09/2006	Registered